

# New Customer Information pack

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**Product Information**

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# **PRODUCT INFORMATION**

Enhance Your Future is one of the largest providers of training resources for RTOs and TAFEs in Australia.

## **What We Offer**

EYF provides customisable training resources that are designed to provide your RTO with training and assessment tools to meet the needs of its students.

EYF offers an extensive range of training resources that cover a variety of training packages across the VET Industry.

All of our training resources come in Microsoft Word and Power Point, are fully editable and customisable. Each unit we sell consists of:

- Learner Resource
- Assessment
- PPT Presentation
- Assessors Guide
- Mapping guide

EYF are also currently in the process of changing our product to our version 3 suit better suit your needs, for all orders after January 1<sup>st</sup> 2019. We are changing our formatting (New cover and Fonts) and have added in 2 extra documents to each unit. These will not cost any extra!

*\* Upon purchase of our materials you will receive a copy of Version 2 for any units we have in stock. Version 3 documents will be provided to you within 12 months of your purchase.*

New Documents to be added to each unit:

- Validation Document
- Formative Assessment Booklet

All documents are designed to be adapted for online use and can be uploaded to your LMS.

## About Our Product

Each unit we sell currently consists of 4 word documents and a PPT. With these you are free to customise our resources as much as you like. Your own company logos, activities, and information to suit the needs of your RTO and students, as long as you comply with the terms of purchase. You can also print as much as you like. Each unit we sell consists of:

- Learner Resource – No formative assessment or images are contained within our Learner Resources
- Assessment – Consists of a written activity/report, a practical activity/observation, and short answer questions (Case studies and multiple choice are not included in our assessments)
- PPT presentation – a simple ppt presentation that is based on the learner resource, no images, links or animations are contained
- Assessors Guide – contains suggested answers for all questions and written activities
- Mapping guide – Maps all parts of the assessment to the performance criteria, and knowledge and performance evidence

New Documents to be added:

- A Validation Document - This is a statement of validation and continual improvement performed by Enhance your Future P/L for each unit of competency. This also contains a log of the Changes/Updates made to the document prior to your purchasing of it.
- Formative assessment booklet – This is a booklet of formative assessment questions designed to assist with learning.

Due to many UOC's being used across many different qualifications, our products are written to a general context no matter which training area. In fact, our purchasing terms clearly state this, and it follows on in the same point that we expect that our clients will need to edit/adjust/add/remove content to contextualise the all products purchased from us to suit their particular courses, learner groups, training delivery and required learning outcomes.

## Contextualisation and Modifications

While EYF's resources could be used as an off the shelf product, our experience has shown us that ASQA, and other auditing bodies, require contextualisation and modification of the resources that an RTO is using. Therefore, we do not recommend our resources as an off the shelf product, without contextualisation or modification.

## Product Guarantee

There is no 'guarantee' that any resources from any provider will definitely pass audit. With so many variables involved, including the differences between auditors' interpretations of what's correct and what isn't, there are no guarantees.

That being said, if a concern is tagged during an audit and it is to do with inaccuracies in the content EYF have provided, we are happy to address these issues. All we ask is to see the ASQA or VRQA audit report so that we can see exactly what the concern is. Please know that we only cover what was originally supplied, and not any of the changes/contextualisation that a client has made. As per our purchasing agreement, we do expect that our resources are contextualised to suit the needs of your students.

As previously mentioned, due to many UOC's being used across many different qualifications, our products are written to a general context no matter which training area. In fact, our purchasing terms clearly state this, and it follows on in the same point that we expect that our clients will need to edit/adjust/add/remove content to contextualise the all products purchased from us to suit their particular courses, learner groups, training delivery and required learning outcomes.

While EYF's resources could be used as an off the shelf product, our experience has shown us that ASQA, and other auditing bodies, require contextualisation and modification of the resources that an RTO is using. Therefore, we do not recommend our resources as an off the shelf product, without contextualisation or modification.

EYF have hundreds of clients around Australia, so at any given time our resources are going through an audit, and we very rarely have any feedback from an audit saying there is a problem with what we've provided. When there is, we address it as required. EYF's resources have a very good record.

# Purchasing Terms and Conditions

This purchasing agreement will need to be signed and returned prior to purchase. Your sales representative will provide you with a copy to sign prior to invoicing you.

## Purchase Agreement

1. This document sets out the terms and conditions of the Purchase Agreement between You and Enhance Your Future.
2. You acknowledge that this Purchase Agreement comprises the entire agreement between You and Us and no additional terms and conditions apply to this Purchase Agreement unless this Purchase Agreement is varied in writing and signed by You and Us.
3. Unless otherwise provided in this Purchase Agreement, You acknowledge that neither Us or any person acting on Our behalf have made any representation or other inducement to You to enter into the Purchase Agreement and You have not entered into this Purchase Agreement in reliance on any representations or inducements except for those representations and inducements contained herein.

## Definitions

4. When We refer to the following terms in this document:
  - “ACL” means the Australian Consumer Law which is contained in Schedule 2 of the Competition and Consumer Act 2010 (Cth).
  - “Consumer” means a consumer as that term is defined in the ACL.
  - “Consumer Guarantees” means the guarantees relating to the supply of goods and services contained in the ACL.
  - “Materials” means the generic form training and education resources developed by Us.
  - “We/Us/Our” means Enhance Your Future and its successors and assigns.
  - “You/Your” refers to the person, firm, organisation, partnership, corporation, trust or other entity purchasing from Us. The reference to “You/Your” includes any of your employees, agents and contractors.

## Sale and Purchase

5. In consideration of payment of the amount being the price of the Materials that you have ordered from Us, We sell to You and You buy from Us the Materials on the terms and conditions of this Purchase Agreement.

6. You acknowledge that payment of the purchase price for the Materials must be made prior to delivery. Units not yet developed must be paid for in full prior to development commencing.
7. Unless otherwise stated, the purchase price is exclusive of GST.
8. You acknowledge that if You pay the purchase price by credit card, We are entitled to charge a further 1.5% on the purchase price.

## **Delivery**

9. Upon Our receipt of Your payment for the Materials in accordance with this Purchase Agreement, We shall send You a link to a “Dropbox” platform or similar, to enable You to download the Materials at which time delivery of the Materials to You shall be deemed to have occurred.
10. You acknowledge that upon accessing Materials via the “Dropbox” platform or similar, You shall have no right or claim for a refund of any part or all of the purchase price You paid for the Materials.

## **Intellectual Property Licence in respect of the Materials**

11. You acknowledge that by delivery of the Materials to You, We are only granting You a licence to use the Materials in accordance with this Purchase Agreement.
12. You acknowledge that We retain full and complete title in all intellectual property of the Materials as updated from time to time and nothing in this Purchase Agreement or otherwise transfers or confers to You any title, right or claim in the intellectual property of the Materials.
13. You acknowledge that upon delivery of the Materials to You in accordance with this Purchase Agreement, You must comply with the following uses in respect of the Materials:
  - (a) You may reproduce, copy and print the Materials as many times as You require at Your sole discretion;
  - (b) You must not distribute, transmit or disseminate the Materials including copies of the Materials by any means except:
    - (i) to staff within Your firm, organisation, partnership, corporation, trust or other entity if relevant; and
    - (ii) to students, trainees and similar enrolled in an accredited course that You are duly providing;
  - (c) for the avoidance of doubt, You must not provide the Materials to any other person or organisation that provides accredited courses even if You and such other provider share a common ownership and/or control; and
  - (d) it is Your responsibility to ensure that persons including staff, contractors and/or consultants, that leave your organisation will not have access to, or retain, the Materials or copies of same from the date of such departure.
14. You acknowledge that all photographs and images contained within the Materials are and remain the property of “Footage Firm” of [www.graphicstock.com](http://www.graphicstock.com) and must not be reproduced, copied, printed, distributed, transmitted or disseminated in isolation of the balance of the Materials.



## **Limitation of Liability**

15. Subject to Clause 16, and except as expressly provided to the contrary in this Purchase Agreement, all guarantees, terms, conditions, warranties, undertakings, inducements or representations whether express or implied, statutory or otherwise, relating to this Purchase Agreement or its subject matter are excluded to the maximum extent permitted by law.
16. Nothing in this Purchase Agreement excludes, restricts or modifies any right or remedy, or any guarantee, term, condition, warranty, undertaking, inducement or representation, implied or imposed by any legislation which cannot lawfully be excluded or limited. This may include the statutory consumer guarantees under the ACL.
17. Subject to Clauses 15 and 16, We will not be liable to You for any consequential, indirect or special loss or damage, loss of actual or anticipated profits or revenue, loss of business, business interruption, wasted costs You have incurred, amounts for which you are liable to Your customers, clients, students and similar or any loss suffered by third parties under or relating to this Purchase Agreement, its subject matter and/or the Materials, whether in contract, tort (including without limitation negligence), in equity, under statute, under an indemnity, whether or not such loss or damage was foreseeable and even if advised of the possibility of the loss or damage.
18. You are liable for and indemnify Us against all liability, claims, damage, loss, costs and expenses (including, without limitation, legal fees, costs and disbursements on a full indemnity basis, whether incurred or awarded against Us and any consequential loss, cost, damage or expense) arising in respect of Your purchase and/or use of the Materials or Your breach of this Purchase Agreement.

## **Customisation and Contextualisation of Materials**

19. You acknowledge that the Materials are delivered to You in generic form and are void of the customisation and contextualisation that may be necessary for You to provide and deliver an accredited course.
20. You acknowledge that it is Your responsibility to customise, contextualise, edit and adapt the Materials as necessary to ensure that Your course complies with all applicable laws, regulations and obligations.
21. You warrant that You shall ensure that the Materials are compliant before delivering Your course.
22. You acknowledge and warrant that the Limitation of Liability contained herein extends to any amendments and changes You make to the Materials after delivery.
23. You warrant that if You change, edit or adapt the Materials in any way, You will cause the following passage to be reproduced on the “inside cover” or a similarly prominent position of the Materials as amended: “These Materials were originally developed by Enhance Your Future Pty Ltd but may now be altered

from the original form. Enhance Your Future Pty Ltd does not accept any liability for the Materials, the content and/or any reliance thereon.”

## **Updates to Materials**

24. If any part of this Purchase Agreement becomes void or unenforceable for any reason then that part will be severed with the intent that all remaining parts will continue to be in full force and effect and be unaffected by the severance of any other parts.

## **Severability**

25. This Agreement will be governed by and interpreted in accordance with the law of Victoria, Australia without giving effect to any principles of conflicts of laws. You agree to the jurisdiction of the Court of Victoria, Australia to determine any dispute arising out of this Purchase Agreement.

## **Jurisdiction**

26. This Agreement will be governed by and interpreted in accordance with the law of Victoria, Australia without giving effect to any principles of conflicts of laws.
27. You agree to the jurisdiction of the Court of Victoria, Australia to determine any dispute arising out of this Purchase Agreement.

# Product Pricing

## Existing Units

Our standard price per unit for any units we have developed is **\$390 +GST**.

You can view our product range by visiting our webstore - <https://www.enhanceyourfuture.com.au/store-uoc-category-2/>

We can also provide you with a current product catalogue on request via email.

## New Development of Units

You are not limited to selecting your units from our currently developed unit list! We can develop almost any units you require to order. Our unit development service allows you to source any of the units you need, in a reasonable timeframe, for reasonable prices.

In most cases, we can have units developed for you within 2 months. Timeframes are subject to how busy we are at the time of order. And timeframes will be quoted on order.

*\*please note development will not begin until an invoice is generated and paid, and timelines are only locked in upon invoice payment are subject to change before then.*

Developing units to order costs more per unit, pricing is as follows:

- Cert II           \$640 (+GST)
- Cert III           \$640 (+GST)
- Cert IV           \$690 (+GST)
- Diploma         \$690 (+GST)
- Adv. Diploma   \$740 (+GST)
- Grad. Diploma  \$790 (+GST)
- Specialised      \$1500 (GST)